

RECORDATION NO. 24906 FILED

APR 13 04 3-20 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

April 13, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Security Agreement, dated as of March 19, 2004, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Grantor: Trona Railway Company LLC
13068 Main Street
Trona, CA 93562

Secured Party: Wells Fargo Foothill, Inc.
2450 Colorado Avenue
Suite 3000 West
Santa Monica, CA 90404

A description of the railroad equipment covered by the enclosed document is:

Five (5) railcars TRC 10001 – TRC 10005; Ten (10) locomotives TRC 2000 – TRC 2009; and other maintenance-of-way equipment identified on Schedule I attached to the Security Agreement.

Mr. Vernon A. Williams
April 13, 2004
Page Two

A short summary of the document to appear in the index follows:

Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 24906 FILED
APR 13 '04 3-20 PM
SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT

dated as of March 19, 2004

between

TRONA RAILWAY COMPANY LLC,

as Grantor,

and

WELLS FARGO FOOTHILL, INC., as Agent,

as Secured Party

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of March 11, 2004, between **TRONA RAILWAY COMPANY LLC**, a Delaware corporation ("Grantor") and **WELLS FARGO FOOTHILL, INC.** (together with its successors and assigns in such capacity, "Secured Party").

RECITALS:

WHEREAS, pursuant to (i) that certain Loan and Security Agreement dated as of even date herewith by and among IMC Chemicals Inc., a Delaware corporation ("IMCC"), SVM Minerals Holdings, Inc., a Delaware corporation ("SVM Holdings"), IMC Chemicals Sales Inc., a Delaware corporation ("Sales" and, together with IMCC and SVM Holdings, "Borrowers"), the Lenders and credit parties from time to time party thereto and Agent, as a Lender and as agent for the Lenders and Bank Product Providers (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Domestic Loan Agreement"), and (ii) that certain Foreign Accounts Loan and Security Agreement dated as of even date herewith by and among IMCC, Sales, Agent, for itself and on behalf of Lenders, and the other Lenders and credit parties from time to time party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Foreign Accounts Loan Agreement" and, together with the Domestic Loan Agreement, the "Loan Agreements"), Agent and the Lenders have agreed to make certain loans to Borrowers, and to extend certain other financial accommodations to or for the benefit of Borrowers;

WHEREAS, Grantor has guaranteed the obligations of Borrowers under the Loan Agreements;

WHEREAS, it is a condition precedent to the obligation of Agent and Lenders to make the loans that Grantor execute this Agreement and perform its obligations hereunder;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree and covenant as follows:

ARTICLE I - DEFINITIONS

Section 1.01 Definitions.

"Bank Product Providers" has the meaning provided in the Domestic Loan Agreement.

"Event of Default" means any "Event of Default" under, and as such term is defined in, respectively, the Domestic Loan Agreement or the Foreign Accounts Loan Agreement.

"Lenders" means, individually and collectively, jointly and severally, each Person from time to time identified as a "Lender" in either the Domestic Loan Agreement or the Foreign Accounts Loan Agreement.

"Obligations" means, collectively, all "Obligations" under, and as such term is defined in, respectively, the Domestic Loan Agreement and the Foreign Accounts Loan Agreement.

"Permitted Liens" has the meaning provided in the Domestic Loan Agreement.

"Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Uniform Commercial Code" means the New York Uniform Commercial Code, as in effect from time to time.

ARTICLE II- SECURITY

Section 2.01 Railcar Equipment.

In consideration of the making of the Loans and other extensions of credit by Secured Party and Lenders under the Loan Agreements and to secure the payment of all Obligations, Grantor as owner does hereby sell, assign, charge, transfer, mortgage, and set over unto, and grant a security interest in favor of, Secured Party, for the benefit of Secured Party, Lenders and Bank Product Providers, all right, title and interest of Grantor under, in and to the locomotives and railcars described on Schedule 1 ("Railcar Equipment"), and all of Grantor's rights and privileges with respect thereto, whether now owned or hereafter acquired and wherever located, including, without limitation, all parts, additions, alterations or modifications thereto or replacements of any part thereof, whenever made or performed or acquired, and all removed parts until replaced, and any proceeds of the foregoing.

Section 2.02 Assigned Leases.

In further consideration of the making of the Loans and other extensions of credit by Secured Party and Lenders under the Loan Agreements and to secure the payment of all Obligations, Grantor does hereby sell, assign, charge, transfer, mortgage, and set over unto, and grant a security interest in favor of, Secured Party, for the benefit of Secured Party, Lenders and Bank Product Providers, all right, title and interest of Grantor under, in and to: (i) any lease relating to any of the Railcar Equipment whether or not such lease is in writing or is for a term certain or is a per diem lease, now or hereafter existing (each such lease, an "Assigned Lease"), (ii) any and all payments due or to become due to Grantor under any Assigned Lease, whether as contractual obligations, damages or otherwise, and (iii) all proceeds of any of the foregoing.

Section 2.03 Security.

The interests granted in Sections 2.01 and 2.02 are collectively referred to herein as "Collateral".

Section 2.04 Continued Priority of Security Interest.

Grantor agrees that it will not, without the prior written consent of Secured Party, create or suffer to exist any Lien upon or in the Collateral or any part thereof, except for those permitted by the Loan Agreements.

Section 2.05 Maintenance of Status of Security Interest.

Grantor shall take all action that may necessary or desirable, or that Secured Party reasonably may request, so as at all times (a) to grant the security interest having first priority in the Collateral intended to be granted hereby and to maintain the validity, enforceability, perfection and priority of the security interest in the Collateral, (b) to protect or preserve the Collateral and (c) to protect, preserve, exercise or enforce the rights of Secured Party therein and hereunder and under the Loan Agreements, including but not limited to (1) immediately discharging all Liens other than those permitted by the Loan Agreements, (2) executing and delivering Uniform Commercial Code financing statements, continuation statements, notices, instructions and assignments, in each case in form and substance reasonably satisfactory to Secured Party and not inconsistent with the terms hereof, and (3) executing and delivering such instruments and documents as may be requested by Secured Party in connection with filing, recording and depositing this Security Agreement with the Surface Transportation Board in conformity with 49 U.S.C. § 11-301.

Section 2.06 Authorized Action.

Secured Party is hereby appointed attorney-in-fact of Grantor for the sole purpose of filing one or more Uniform Commercial Code financing or continuation statements (including statements of assignment and renewals thereof) or amendments thereto or as may be appropriate to maintain any filing with the Surface Transportation Board without the signature of or in the name of Grantor. Secured Party will only take action as Grantor's attorney-in-fact if Grantor fails to promptly take such action upon the Secured Party's request.

Section 2.07 Grantor Remains Obligated, Secured Party Not Obligated.

The grant by Grantor to Secured Party of the security interests granted hereby shall not relieve Grantor from the performance of any term, covenant, condition or agreement on its part to be performed or observed, or from any liability to any person, under or in respect of any of the Collateral or impose any obligation on Secured Party to perform or observe any such term, covenant, condition or agreement on Grantor's part to be so performed or observed or impose any liability on Secured Party for any act or omission on the part of Grantor relating thereto.

ARTICLE III - COVENANTS OF GRANTOR

Section 3.01 Payment of Indebtedness.

Grantor will pay or cause to be paid all amounts due under the Loan Agreements and will observe, perform and comply with the covenants, terms and conditions herein and in the Loan Agreements, express or implied, on its part to be observed, performed or complied with.

Section 3.02 No Other Liens.

Grantor will not without the prior written consent of Secured Party mortgage or create a security interest in the Railcar Equipment or the other Collateral (except to the extent permitted by the Loan Agreements), and any such written consent to any one mortgage or security interest shall not be construed to be a waiver of this provision with respect to any subsequent proposed mortgage or security interest. Grantor may only sell or otherwise dispose of Railcar Equipment to the extent permitted by the Loan Agreements.

Section 3.03 Performance of Assigned Leases.

Grantor will fully perform any and all of its obligations under each Assigned Lease in accordance with the provisions thereof and will promptly notify Secured Party of any claim by any lessee of nonperformance thereunder by Grantor. Grantor will not amend, modify or supplement any of the terms of the Assigned Leases (other than in the ordinary course of business consistent with past practices) without the prior written consent of Secured Party, which shall not be unreasonably withheld or delayed.

Section 3.04 Prepayment in Case of Event of Loss.

In the event of any Railcar Equipment is destroyed beyond economic repair, then and in each such case Grantor promptly shall give notice to Secured Party of such destruction and the proceeds of insurance payable with respect to such Railcar Equipment, to the extent required by the Loan Agreements, shall be applied to the Obligations in the manner specified by the Loan Agreements.

Section 3.05 Information.

Grantor shall furnish to Secured Party such information with respect to the Collateral as Secured Party reasonably may request from time to time, including, without limitation, location reports and information relating to the condition of any Railcar Equipment.

Section 3.06 Indemnity.

Grantor agrees to indemnify, protect and hold Secured Party harmless from and against all losses, damages, injuries, obligations, liabilities, claims, suits, demands, penalties, interest and expenses (including, without limitation, fees and disbursements of

counsel to Secured Party) (all of the foregoing losses, damages, etc., collectively, the "indemnified liabilities") arising out of, or resulting from the execution, delivery or performance of, this Security Agreement, the security interests granted hereby, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or repossession of any Railcar Equipment, including any claim for personal injury or property damage arising from the operation, use, condition, possession, storage or repossession of any Railcar Equipment; provided that Grantor shall have no obligation to so indemnify Secured Party for any indemnified liabilities arising from Secured Party's willful misconduct or gross negligence as finally determined by a court of competent jurisdiction. The covenants contained in this Section 3.06 shall survive payment or other satisfaction of the Obligations and termination of this Security Agreement.

ARTICLE IV - MAINTENANCE, USE AND OPERATION, INSPECTION: REGISTRATION MARKS

Section 4.01 Maintenance.

Grantor, at its sole cost and expense (whether or not applicable insurance proceeds are adequate for the purpose), shall cause (i) the use of the Railcar Equipment only in the manner for which it was designed and intended and uses incidental thereto and so as to subject it only to ordinary wear and tear, and (ii) the maintenance and refurbishment of the Railcar Equipment, so as to keep it in as good operating condition, order and repair as when delivered to Grantor, ordinary wear and tear excepted and in compliance in all material respects with all applicable laws, regulations and orders of any governmental authority having jurisdiction with respect thereto.

Section 4.02 Use and Operation.

So long as no Event of Default shall occur and be continuing, Grantor shall have the full use of the Railcar Equipment subject to the terms of this Security Agreement; provided, however, that Grantor covenants and agrees that it will not permit the Railcar Equipment to be incorporated or installed in or attached to any building or real property in such manner as to become part of or subject to any Lien on such building or real property or so as to preclude the removal thereof without material injury to the Railcar Equipment (it being the intention of the parties that the Railcar Equipment is, and shall be and remain, personal property for all purposes of the Uniform Commercial Code), except as permitted by the Loan Agreements.

Section 4.03 Inspection.

To the extent permitted pursuant to the relevant Assigned Lease, Grantor shall permit representatives of Secured Party at any reasonable time, on reasonable notice, to inspect any Railcar Equipment, provided that any such inspection will not materially interfere with the normal use of the Railcar Equipment.

Section 4.04 Registration Marks.

Grantor will not permit the change of the car mark or road number of any Railcar Equipment without the prior written consent of Secured Party, which consent will not be unreasonably withheld or delayed.

Section 4.05 Prohibition Against Certain Designations.

Grantor will not allow the name of any person, association or corporation to be placed on any Railcar Equipment as a designation that might be reasonably interpreted as a claim of ownership.

Section 4.06 Environmental Law.

Grantor shall ensure, and shall cause each other person who controls or operates any Railcar Equipment to ensure, that their respective operations and the Railcar Equipment are and remain in compliance with all applicable federal, state or other environmental laws in all material respects and shall obtain and maintain, and cause each other such person to obtain and maintain, any and all material permits, licenses or authorizations required by applicable environmental law in connection with the operations of any of the Railcar Equipment, except as would not be reasonably expected to result in a Material Adverse Change.

ARTICLE V - ALTERATIONS MODIFICATIONS AND ADDITIONS

Section 5.01 Replacement of Parts.

Grantor, at its cost and expense, will promptly replace all parts which may from time to time become worn out, lost, destroyed, seized, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever. All parts at any time removed from the Railcar Equipment shall remain subject to the security interests granted herein until such time as such parts shall be replaced by parts which meet the requirements for replacement parts specified below. All replacement parts incorporated or installed in or attached to any piece of Railcar Equipment as provided by this Section 5.01 shall, without necessity of further act, become part of such piece of Railcar Equipment for all purposes hereof and subject to the security interests granted herein.

Section 5.02 Alterations, Modifications and Additions.

Grantor, at its expense, will make such alterations and modifications in and additions to the Railcar Equipment as may be required from time to time by applicable law or any relevant governmental authority or as may be deemed necessary from time to time by Grantor for the purpose of the safe operation of the Railcar Equipment (any such alteration, modification or addition as may be so required or so deemed necessary being herein called a "Required Modification"). In addition, Grantor, at its sole expense, may from time to time make such other alterations and modifications in and additions to the Railcar Equipment as

Grantor may deem desirable in the proper conduct of its business (any such alteration, modification or addition as may be so deemed desirable being herein called an "Optional Modification"). All parts incorporated or installed in or attached to any piece of Railcar Equipment as a result of any Required Modification or Optional Modification shall, without necessity of further act, become part of such piece of Railcar Equipment for all purposes hereof and subject to the security interests granted herein.

ARTICLE VI - INSURANCE

Grantor shall comply with the requirements of Section 6.8 of the Domestic Loan Agreement and Section 6.7 of the Foreign Accounts Loan Agreement with respect to the Railcar Equipment.

ARTICLE VII- EVENT OF DEFAULT; REMEDIES

Section 7.01 Event of Default.

The occurrence of any Event of Default shall constitute an event of default hereunder.

Section 7.02 Remedies.

Upon the occurrence and continuance of an Event of Default, the Security constituted by this Security Agreement becomes immediately enforceable and, without limitation, Secured Party shall have the following remedies:

(a) To the extent not prohibited by applicable law, Secured Party may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code of any jurisdiction and under any other applicable law. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived) may, itself or by agents or attorneys, take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of Grantor, with or without notice, demand, process of law or legal procedure, if such can be done without breach of the peace, and search for, take possession, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold and may forthwith collect, receive, appropriate and realize upon the Security or any part thereof and may take possession of the Collateral and/or may sell or otherwise dispose of the Collateral as set forth in subsection 7.02(b) hereof;

(b) Secured Party may forthwith sell, assign, give option or options to purchase, or sell, lease or otherwise dispose of and deliver the Collateral, or any part thereof, in any manner permitted by applicable law (or contract to do so) in one or more parcels at public or private sale or sales, at the office of any broker or at any of Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, with the right of Secured Party upon any such sale or sales, public or private, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Grantor (or any person claiming by or through Grantor the Collateral, or any part thereof, so sold), which right or equity of redemption is hereby expressly waived or released, to the extent permitted by applicable law. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least 10 days before such disposition, postage prepaid, addressed to Grantor at its address set forth in the Loan Agreements. Grantor further agrees, at Secured Party's request, to collect and make available to Secured Party the Railcar Equipment as hereinafter provided. Any Collateral repossessed by Secured Party under or pursuant to this subsection 7.02(b) may be sold, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, in the condition in which the same existed when taken by Secured Party or after any overhaul or repair and in general in such manner, at such time or times, at such place or places and on such terms as Secured Party may, in compliance with any applicable law, determine to be commercially reasonable. To the extent permitted by any applicable law, Secured Party may itself bid for and become the purchaser of the Collateral Security or any part thereof offered for sale in accordance with this subsection 7.02(b) without accountability to Grantor (except to the extent of any surplus received, as hereinafter provided). In case of any such sale, Secured Party, if it is the purchaser, shall be entitled, for the purpose of making settlement or payment for the property purchased, to use and apply towards the Obligations the sums payable out of the net proceeds of such sale to Secured Party after allowing for the costs and expense of sale and other charges. If, under any applicable law, Secured Party shall be required to make disposition of the Collateral within a period of time that does not permit the giving of notice to Grantor as hereinabove specified, Secured Party need give Grantor only such notice of disposition as shall be reasonably practicable in view of any applicable law. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor in and to the Collateral sold and shall be a perpetual bar, both at law and in equity, against Grantor, its successors and assigns, and against any and all persons claiming the property sold, or any part thereof under, by or through Grantor, its successors or assigns. Secured Party may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral of any part thereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available under applicable law.

Section 7.03 Power of Attorney - Sale.

Secured Party is hereby irrevocably appointed attorney-in-fact of Grantor upon any Event of Default having occurred and be continuing to execute and deliver to any purchaser aforesaid, and is hereby vested with full power and authority to make, in the name and in behalf of Grantor, a good conveyance of the title to the Collateral so sold. Any person dealing with Secured Party or its attorney-in-fact shall not be put on inquiry as to whether the power of attorney contained herein has become exercisable. In the event of any sale of any of the Collateral, under any power herein contained, Grantor will, if and when required by Secured Party, execute such form of conveyance of the Collateral as Secured Party may direct or approve.

Section 7.04 Remedies Cumulative.

Each and every power and remedy given to Secured Party in this Agreement shall be cumulative and shall be in addition to every other power and remedy herein given or now or hereafter existing at law, in equity or by statute, and each and every power and remedy whether herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Secured Party, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other power or remedy. Secured Party shall not be required or bound to enforce any other of its rights under the Loan Agreements prior to enforcing its rights under this Security Agreement. No delay or omission by Secured Party in the exercise of any right or power or in the pursuance of any remedy accruing upon any Event of Default shall impair any such right, power or remedy or be construed to be a waiver of any such Event of Default or to be an acquiescence therein; nor shall the acceptance by Secured Party of any security or of any payment of or on account of the Obligations maturing after any Event of Default or of any payment on account of any past default be construed to be a waiver of any right to exercise any remedies due to any future Event of Default or of any past Event of Default not completely cured thereby. No consent, waiver or approval of Secured Party shall be deemed to be effective unless in writing and duly signed by Secured Party; any waiver by Secured Party of any of the terms of this Security Agreement or any consent given under this Security Agreement shall only be effective for the purpose and on the terms which it is given and shall be without prejudice to the right to give or withhold consent in relation to future matters (which are either the same or different).

Section 7.05 Discontinuance of Proceedings.

In case Secured Party shall have proceeded to enforce any right, power or remedy under this Security Agreement by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Secured Party, then and in every such case Grantor and Secured Party shall be restored to their former positions and rights hereunder with respect to the property subject or intended to be subject to this Security Agreement, and all rights, remedies and powers of Secured Party shall continue as if no such proceedings had been taken.

ARTICLE VIII - MISCELLANEOUS

Section 8.01 Further Documents.

Grantor agrees that at anytime and from time to time, upon the written request of Secured Party, Grantor will promptly and duly execute and deliver any and all such further instruments and documents as Secured Party may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted.

Section 8.02 Notices.

All notices or other communications which are required to be made hereunder shall be made as provided in the Domestic Loan Agreement.

Section 8.03 Choice of Law.

This Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York notwithstanding its conflict of laws rules.

Section 8.04 Severability of Provisions.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Grantor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 8.05 Amendment.

Neither this Agreement nor any provision hereof, including without limitation this Section 8.05, may be amended, modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the amendment, modification, waiver, discharge or termination is sought.

Section 8.06 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

Section 8.07 Section Headings.

The heading of the various Sections and subsections of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 8.08 Binding Effect.

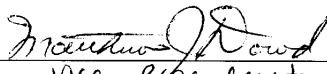
This Security Agreement shall be binding upon and inure to the benefit of Grantor and Secured Party and their respective successors and assigns.

Section 8.09 Release and Termination.

At the sole expense of Grantor, Secured Party shall promptly release the lien and security interest created pursuant to this Security Agreement by proper instrument or instruments upon payment in full of all Obligations (other than contingent indemnification obligations that do not relate to any claim asserted by or against a member of the Lender Group and that are not contingent reimbursement obligations with respect to Letters of Credit) and the terminations of all commitments to extend credit under the Loan Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date noted above.

TRONA RAILWAY COMPANY LLC

By 
Title Vice President

WELLS FARGO FOOTHILL, INC.

By _____
Title _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date noted above.

TRONA RAILWAY COMPANY LLC

By _____
Title _____

WELLS FARGO FOOTHILL, INC.


By: Ronald J. Banks
Title Vice President

STATE OF New York)
) SS
COUNTY OF New York)

The foregoing Security Agreement was acknowledged before me this 18ⁿ day of March, 2004, by Matthew David, the vice president of Trona Railway Company LLC, a Delaware limited liability company, on behalf of said company.

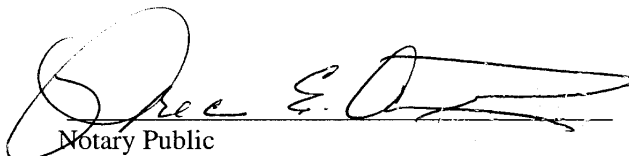
Yaffa Zweig
Notary Public

My commission expires:

YAFFA ZWEIG
Notary Public, State of New York
No. 012W8006834
Qualified in New York County
Commission Expires Oct. 23, 2006

STATE OF Georgia)
COUNTY OF Fulton) SS

The foregoing Security Agreement was acknowledged before me this 14th day of March, 2004, by Ronald S. Banks, the Vice President of Wells Fargo Foothill, Inc., a California corporation, on behalf of said corporation.


Notary Public

My commission expires:

April 13, 2006

SCHEDULE 1
Description of Railcar Equipment

(See attached Schedule)

RAILROAD VEHICLES/EQUIPMENT

SPECIAL EQUIPMENT

1 S-4820	#2 TIE MACHINE, GEISMAR (P-12-4157)	RAILROAD	OWNED	LIC PLATE	S/N
2 S-4821	BALLAST REGULATOR, KERSHAW (26-21-1)	RAILROAD	OWNED		P-12-4157
3 S-4822	RTW TIE CRANE, KERSHAW (12-2)	RAILROAD	OWNED		26-21-1
4 S-4823	CANRON TAMPER (VTJWL)	RAILROAD	OWNED		507
5 S-4825	HYSTER FORKLIFT (P80A)	RAILROAD	OWNED		4381380
6 S-4998	CAT 416 BAHOE	RAILROAD	OWNED		A182D5030A
7 S-5015	TIE MACHINE MODEL 925SS (REPI S4819)	RAILROAD	OWNED		X8ZK0047B
8 S-5037	PRODUCTION TAMPER (MODEL 6000)	RAILROAD	OWNED		151964
9 S-5070	1995 TEXAS BRAGG 16' UTILITY TRAILER (LA5000 w/RAMP)	RAILROAD	OWNED	PTI-4DJ401	132563
10 S5203	FAIRMONT RAI INSPECTION CAR	RAILROAD	OWNED		17XFL1625S1953847
11 S-5210	CAT LOADER	RAILROAD	OWNED		253521
12 S8034	1983 KERSHAW ROTARY SCARFIER	RAILROAD	OWNED		8CR00285
13 S-8077	1999 KING TILT TRAILER	RAILROAD	OWNED		44-132-83
14 S-8078	1999 JONH DEERE GATOR UTILITY VEHICLE	RAILROAD	OWNED	PTI-4J688	1TKC02428YM289883
15 K0804	AIR COMPRESSOR, SULLIAR (185 CFM)	RAILROAD	OWNED		W006X4X040253
16 K0615	AIR COMPRESSOR, SULLIAR (250 CFM)	RAILROAD	OWNED		004103402A1J
17 NO#	1988 SPCNS, SHOP TRAILER - RERAILING UNIT	RAILROAD	OWNED		4121082
18 NO#	TRAILER FOR STEAM CLEANER/PRESSURE WASHER	RAILROAD	OWNED	PTI-4AD535	CA534731
19 E-1138	LINCOLN WELDER SA300	RAILROAD	OWNED	PTI-4DJ401	4HXSU1623XC007562
20 E-1139	LINCOLN WELDER SA301	RAILROAD	OWNED		C1940900381
					C1940900382
1 S-4826	LOCOMOTIVE, ARGUS ENGINE (EMD 4419 - SD-9)	RAILROAD	OWNED		786174-7
2 S-4827	LOCOMOTIVE, TRONA ENGINE (EMD 2284 - SW-1200)	RAILROAD	OWNED		786174-17
3 #2002	LOCOMOTIVE, TRONA ENGINE (EMD SD40T-2)	RAILROAD	OWNED		786174-16
4 #2003	LOCOMOTIVE, TRONA ENGINE (EMD SD40T-2)	RAILROAD	OWNED		786174-43
5 #2004	LOCOMOTIVE, TRONA ENGINE (EMD SD40T-2)	RAILROAD	OWNED		786297-61
6 #2005	LOCOMOTIVE, TRONA ENGINE (EMD SD40T-2)	RAILROAD	OWNED		786170-6
7 #2006	LOCOMOTIVE, TRONA ENGINE (EMD SD40T-2)	RAILROAD	OWNED		786297-63
8 #2007	LOCOMOTIVE, TRONA ENGINE (EMD SD40T-2)	RAILROAD	OWNED		786289-5
9 #2008	LOCOMOTIVE, TRONA ENGINE (EMD SD40T-2)	RAILROAD	OWNED		
10 #2009	LOCOMOTIVE, TRONA ENGINE (EMD SD40T-2)	RAILROAD	OWNED		
1 TRC 10001	OPEN TOP GONDOLA	RAILROAD	OWNED		
2 TRC 10002	OPEN TOP GONDOLA	RAILROAD	OWNED		
3 TRC 10003	OPEN TOP GONDOLA	RAILROAD	OWNED		
4 TRC 10004	OPEN TOP GONDOLA	RAILROAD	OWNED		
5 TRC 10005	OPEN TOP GONDOLA	RAILROAD	OWNED		

TRC

RAILCARS